

**SHELBY COUNTY PUBLIC SCHOOLS**  
**Shelbyville, Kentucky**  
**CONTRACT EMPLOYING SUPERINTENDENT**

This CONTRACT, made and entered into this 29th day of October, 2015 by and between the BOARD OF EDUCATION OF SHELBY COUNTY (hereinafter the "BOARD") and James Neihof, (hereinafter the "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 29th day of October, 2015;

WHEREAS, the BOARD desires to provide the SUPERINTENDENT with the CONTRACT in order to enhance administrative stability and continuity within the Shelby County Public Schools, which the BOARD believes improves the quality of its overall education program; and

WHEREAS, the BOARD and the SUPERINTENDENT believe that the CONTRACT is beneficial in describing specifically their relationship and to serve as the basis of effective communication between the parties as the parties fulfill their respective functions in the operation of the Shelby County Public Schools;

NOW THEREFORE, the BOARD and the SUPERINTENDENT, for the consideration specified herein, agree as follows:

1. TERM

In consideration of the SUPERINTENDENT's promises, as set out herein, the BOARD employs and the SUPERINTENDENT accepts employment as SUPERINTENDENT of Shelby County Public Schools for a term commencing July 1, 2016 and ending June 30, 2018. Pursuant to KRS 160.350(4), the so-called "Evergreen Clause," the BOARD, by majority vote prior to June 30<sup>th</sup> of any school year, may extend this CONTRACT for one (1) year.

2. PROFESSIONAL CERTIFICATION, DUTIES AND RESPONSIBILITIES

- A. Certification. The SUPERINTENDENT shall hold a valid SUPERINTENDENT's certificate in administration and supervision issued by the Education Professional Standards Board.
- B. Duties and Responsibilities. The SUPERINTENDENT shall be the executive agent of the BOARD and shall carry out all duties and responsibilities incident to the office of SUPERINTENDENT as assigned by law and such other duties as may be prescribed by the BOARD. The SUPERINTENDENT shall act as secretary of the BOARD without additional compensation or salary. Subject to BOARD policies, the SUPERINTENDENT shall supervise the general conduct of the schools, the course of instruction, the discipline of students, and the management of business affairs. The SUPERINTENDENT shall execute the educational policies, orders, directives, and administrative functions of the BOARD, and shall from time to time recommend regulations, policies, and procedures deemed necessary for the well ordering of the school district. The SUPERINTENDENT shall be responsible for the hiring, dismissal, and supervision of all personnel in the district, pursuant to the statutes of the Commonwealth of Kentucky. Members of the BOARD, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to their attention to the SUPERINTENDENT for study, appropriate action, or recommendation. The SUPERINTENDENT shall attend all BOARD meetings except when otherwise provided by law both as to serving in the capacity as superintendent or as secretary. The SUPERINTENDENT shall also attend all BOARD committee meetings, serve as an ex-officio member of all BOARD committees, and provide administrative recommendations on each item of business considered by each committee.

5. WORKING DAYS AND BENEFITS

- A. It is understood and agreed that each school year, from July 1 through June 30 during the term of this CONTRACT, shall consist of 240 working days leaving twenty (20) noncontract days each school year. If the SUPERINTENDENT elects to be away from the job for ten (10) or more working days consecutively or for more than fifteen (15) working days in any school month, this shall be subject to BOARD approval.
- B. The SUPERINTENDENT shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the Shelby County Public Schools, including, but not limited to, sick leave and other leaves created by statute or BOARD policy, any forms of insurance protection, retirement programs, and any other twelve (12) month administrative employee benefit. The BOARD shall reimburse the SUPERINTENDENT's contribution to the Kentucky Teachers' Retirement System up to \$10,000 per fiscal year.
- C. The SUPERINTENDENT shall receive twenty (20) days of annual leave, with pay, which shall be exclusive of legal holidays and other days not considered workdays pursuant to the school calendar adopted by the BOARD. Days of annual leave not taken by the SUPERINTENDENT shall accrue, up to a maximum of sixty (60) days, and the SUPERINTENDENT shall be compensated for all days accrued at the time of retirement, separation, or termination of employment as SUPERINTENDENT.
- D. The SUPERINTENDENT may select a disability insurance plan with the BOARD paying not more than \$2,000 toward the premium expense in any fiscal year during the term of this CONTRACT.
- E. The SUPERINTENDENT may select a dental and vision insurance plan, with the BOARD paying a monthly premium in the aggregate of not more than \$50.00 during the term of this CONTRACT.
- F. The SUPERINTENDENT, with prior approval from the BOARD, may undertake consultative work, speaking engagements, lecturing, writing, or other professional duties and obligations, which do not impede or conflict with the SUPERINTENDENT's duties and are of short duration.

If the SUPERINTENDENT is compensated for outside activities by any agency other than this BOARD, the time involved for such functions will be considered as vacation time and this BOARD will not pay the SUPERINTENDENT's salary or expenses for the activity.

- G. The BOARD shall pay the SUPERINTENDENT's membership charges to the following professional associations: the Kentucky Association of School Superintendents, the Kentucky Association of School Administrators, and the American Association of School Administrators.

6. EXPENSES

The BOARD shall pay or reimburse the SUPERINTENDENT for reasonable expenses approved by the BOARD and incurred by the SUPERINTENDENT in the continuing performance of the SUPERINTENDENT's duties under this CONTRACT of the type and in the same manner as established for certified employees in Board Policy 03.125.

This CONTRACT shall be executed in duplicate originals.

This CONTRACT contains all of the terms agreed upon by the parties with respect to the subject matter of this CONTRACT and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

IN WITNESS WHEREOF, the BOARD has caused this CONTRACT to be approved by a duly authorized officer and the SUPERINTENDENT has approved this CONTRACT effective on the day and year specified herein.

BOARD OF EDUCATION OF SHELBY COUNTY

By: Brenda Jackson  
Chairperson, Brenda Jackson

ATTEST: [Signature]  
Secretary

COMMONWEALTH OF KENTUCKY )  
COUNTY OF Shelby )

The foregoing CONTRACT was duly acknowledged before me by Brenda Jackson, Chairperson, Board of Education of Shelby County, Kentucky, for and on behalf of the Board of Education, this 29th day of October, 2015.

My commission expires: 5/29/2016

Hindi S. Clark 467418  
NOTARY PUBLIC, STATE AT LARGE, KY

SUPERINTENDENT

By: [Signature]  
Superintendent, James Neihof

COMMONWEALTH OF KENTUCKY )  
COUNTY OF Shelby )

The foregoing CONTRACT was duly acknowledged before me by James Neihof, Superintendent, this 29th day of October, 2015.

My commission expires: 5/29/2016

Hindi S. Clark 467418  
NOTARY PUBLIC, STATE AT LARGE, KY